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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SWITCH, LTD., a Nevada limited liability
company,

Plaintiff,

vs.

STEPHEN FAIRFAX; MTECHNOLOGY; and
DOES 1 through 10; ROE ENTITIES 11
through 20, inclusive,

Defendants.

CASE NO. 2:17-cv-02651-GMN-EJY

**REPLY IN SUPPORT OF SWITCH,
LTD.'S MOTION TO COMPEL THIRD-
PARTY JONES LANG LASALLE TO
PROVIDE REQUESTED DOCUMENTS
IN RESPONSE TO OPPOSITION
FILED BY THIRD-PARTY JONES
LANG LASALLE**

Plaintiff Switch, Ltd., by and through counsel of record, hereby files its reply in support of
its motion to compel third-party Jones Lang LaSalle (hereinafter "JLL") in response to opposition
filed by Jones Lang LaSalle (Dkt. #71) to provide documents requested in response to the subpoena.

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MEMORANDUM OF POINTS AND AUTHORTIIES

I. BACKGROUND

Plaintiff seeks discovery from third-party JLL who works as a broker for data center users and operators, including those services by Defendant, like Aligned Data Centers. Given the shared clients, Switch has a good faith belief that JLL has regular correspondence with Defendants and their mutual clients (e.g. Uber, PayPal, and Aligned). Despite this clear factual nexus, JLL has argued and continues to insist that it should not be required to produce *any* documents to Plaintiff.

After over a year of discovery, Switch has produced approximately 2,013 pages of documents and has produced thousands more for on-site inspection consistent with the Protective Order. (SWITCH 000001-002013). Conversely, Defendants have produced approximately 40 documents comprising 173 pages (MTECH000001-MTECH000173). In the course of discovery, Plaintiff subpoenaed documents from third party, JLL. Each of the requests were narrowed as to time (2011 to the present) and did not seek *all* communications, but rather only sought the communications regarding Plaintiff Switch between certain entities to ensure the requests were not overly broad. Likewise, on October 30, 2019 (see **Exhibit 1**), Plaintiff's counsel Mr. Castor offered to discuss potential search terms regarding the documents requested.

Despite repeatedly extending the response deadline and offering to limit the scope of the subpoena even further, JLL simply refused to provide *any* documents, propose any search terms, or suggest any response other than improper and boilerplate objections. Specifically, JLL refused to respond to the subpoena because it asserted Switch could "obtain the information from another party" and as noted in October 30, 2019 email (**Exhibit 1**). Plaintiff was concerned as such flat refusal to produce any document in response to such narrowly tailored requests suggests JLL is worried about providing data that exposes its partner, Steven Fairfax.

Through various meet and confer conferences, Plaintiff's counsel attempted to address each of the concerns with JLL, but JLL still provided no substantive response. Addressing the objection that the requests were "not reasonably limited in time" Mr. Castor noted, each of the requests used the date range "January 1, 2011 to the present. . . a reasonable date range . . . less than ten years." *See Exhibit 1*. Likewise, "the facts at issue arose in early 2011 and again in 2015 and again in 2018"

1 justifying this search window. Mr. Castor further noted given the factual nexus between JLL and
 2 Defendants, communications “between your client and Fairfax, and the other witnesses in this case
 3 are presumably ongoing.” *Id.* And that the request is reasonable because “this matter involves
 4 hundreds of millions of dollars of contracts and intellectual property. As such, we are entitled to this
 5 widow, as it is ‘proportional to the needs of the case’” *Id.*

6 Mr. Castor also noted that the requests had similarly been sought from Defendants, and the
 7 requests of JLL were even more narrowed in subject matter as necessarily between JLL and specific
 8 third parties, and could be subject to a protective order and labeled as “Confidential Attorneys Eyes
 9 Only” under the protective order filed in this case. *Id.* JLL’s only response was a refusal to provide
 10 any documents. JLL has continued to refuse to provide *any* documents, claiming Switch is engaged
 11 in a fishing expedition and its subpoena is not narrowly tailored.

12 **II. LEGAL ARGUMENT**

13 **A. The Discovery Sought is Relevant and Likely to Lead to the Discovery of** 14 **Admissible Evidence**

15 In their Opposition to Switch’s Motion to Compel, JLL claims that the discovery sought by
 16 Switch is sought for an improper purpose. This is simply false. In an attempt to avoid complying
 17 with a subpoena, JLL attempts to assign motives to Switch that do not exist by taking comments out
 18 of context and attempting to confuse the issue. The law in this area is simple and clear.

19 Federal Rule of Civil Procedure 26(b) “allows discovery regarding any matter, not privileged,
 20 that is relevant to the claim or defense of any party Relevant information need not be admissible
 21 at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible
 22 evidence.” *Kormos v. Sportsstuff, Inc.*, 2007 WL 2571969, at *1 (E.D. Mich. Sept. 4, 2007) (Majzoub,
 23 Maj. J.). In resolving this discovery dispute, “[t]he Court is guided by the strong, overarching policy
 24 of allowing *liberal* discovery.” *Id.* (emphasis added). Although JLL attempts to apply a diversion tactic
 25 by quoting statements made out of context, the clear issue remains whether Switch is entitled to the
 26 discovery. Here, the requested documents are reasonably calculated to lead to the discovery of
 27 admissible evidence and are not sought for an improper purpose because Switch is simply seeking
 28 discovery from a third party witness in this case to cross reference the data provided by JLL with the

1 data provided (or not provided) by Defendants. These materials will be used for further discovery,
 2 depositions, and motion practice, and facilitate proper adjudication of this matter on the merits.

3 Under Federal Rule of Civil Procedure 26(g), by signing a discovery request, “an attorney or
 4 party certifies that to the best of the person’s knowledge, information, and belief formed after a
 5 reasonable inquiry...it is...not interposed for any improper purpose, such as to harass, cause
 6 unnecessary delay, or needlessly increase the cost of litigation.” Switch did not subpoena JLL to
 7 harass, cause unnecessary delay, or to needlessly increase the cost of litigation. Switch is not merely
 8 using the current action to build a future case against JLL – rather Switch’s goal is discovery of all
 9 relevant facts to assist the trier of fact.

10 Switch reasonably believes that JLL has information that is relevant to the current case as
 11 described above. And the factual nexus is obvious. To wit, JLL published an advertisement quoting
 12 Defendant Fairfax describing Aligned’s Phoenix, Arizona data center as having “One of the most
 13 reliable cooling & power generation platforms ever studied.” (*See* Fairfax Declaration, Dkt. #68-1 at
 14 ¶9.) Defendant Fairfax now denies that he ever said or wrote the words quoted and attributed to him
 15 by JLL. (*See* Fairfax Declaration, Dkt. #68-1 at ¶10.) Switch is entitled to “obtain discovery regarding
 16 any non-privilege matter that is relevant” to its claims including this factual dissonance. *See* Federal
 17 Rule of Civil Procedure 26(b). And Switch is entitled to evaluate similar surrounding facts. As such,
 18 the Court should disregard JLL’s diversion strategy and the Motion to Compel should be granted.

19 **B. The Discovery Sought is Narrowly Tailored and does not Impose an Undue**
 20 **Burden on JLL**

21 Switch’s third-party subpoena complies with Rule 26 and LR 1-1 because the subpoena seeks
 22 relevant information that is important and tailored in a way that is proportional to the case. At no
 23 time does JLL explain that the production itself is in any way unduly burdensome. A “party opposing
 24 discovery has the burden of showing that it is irrelevant, overly broad, or unduly burdensome.”
 25 *McCall v. State Farm Mut. Auto. Ins. Co.*, Case No.: 2:16-cv-01058-JAD-GWF, 8 (D. Nev. Jul. 26, 2017)
 26 (*citing* *Graham v. Casey's General Stores*, 206 F.R.D. 251, 253-4 (S.D.Ind. 2000); *Fosbre v. Las Vegas Sands*
 27 *Corp.*, 2016 WL 54202, at *4 (D.Nev. Jan. 5, 2016); *Izzo v. Wal-Mart Stores, Inc.*, 2016 WL 593532, at
 28 *2 (D.Nev. Feb. 11, 2016).

JLL's Opposition, objections, and communications fail to meet this burden. Although they make much of case law claiming that Switch's subpoena requests themselves are inherently unduly burdensome, by pointing to *Greenawalt Revocable Tr. v. Brown*, No. 2:12-cv-01983-LRH, 2013 WL 6844760, at *3 (D. Nev. Dec. 19, 2013). *See* Opp. Pg. 8, Ln. 9 their reliance is misplaced. It is true, the court held "[d]iscovery requests seeking irrelevant information are inherently undue and burdensome." (citing *Compaq Computer Corp. v. Packard Bell Elecs. Inc.*, 163 F.R.D. 329, 335–36 (N.D. Cal. 1995) ("Obviously, if the sought-after documents are not relevant nor calculated to lead to the discovery of admissible evidence, then any burden whatsoever imposed upon [the non-party] would be by definition 'undue.'" (emphasis omitted))). Here the matter is not unduly burdensome because Switch is seeking relevant information that is reasonably calculated to lead to the discovery of admissible evidence. Switch seeks information regarding the factual nexus between the various parties. These requests are narrowly tailored to address only communications regarding Switch during the relevant time period. To facilitate rapid discovery and preserve judicial economy, Switch offered to facilitate even narrower search terms to accommodate JLL and JLL simply refused.

Given the narrow tailoring of the subpoena, it should be a relatively straightforward matter for JLL to search for communications between Uber, eBay, Paypal, and Aligned and its affiliates Inertech and Aligned Energy from 2010 to 2020 and filter their results by whether the communication relates to Switch. JLL has not explained how searching for these communications will be burdensome. "[C]onclusory and speculative statements of harm, inconvenience, and expense...do not justify quashing [a] subpoena[]". *Playstudios, Inc. v. Centerboard Advisors, Inc.*, No. 2:18-cv-1423-JCM-NJK, 2019 WL 6493926, at *5 (D. Nev. Dec. 3, 2019). The communications sought by Switch are relevant to determine what JLL told customers and business associates regarding Switch during the period when Defendants, who have clear factual nexus with JLL, were misappropriating Switch's trade secrets. Therefore, JLL should be compelled to produce the documents sought in the subpoena *duces tecum*.

Alternatively, JLL attempts to argue that the production would only produce irrelevant documents. This, again, is not accurate. Switch is seeking information from third-party JLL, to support its trade secret infringement claims against Defendants. The requests do not seek *all* communications but rather just communications between JLL and Defendants, about Switch with

1 specific third parties (Uber, eBay, Paypal, and Aligned and its affiliates Inertech and Aligned Energy).
2 Likewise, the subpoena to JLL similarly seeks information sought of Defendants, as Switch is trying
3 to gain additional data regarding (and cross check the substance and scope of) Defendant's
4 production to Switch.

5 Since at least 2011 to the present, JLL and Defendants have worked together, in concert, for
6 various entities including (Uber, eBay, Paypal, and Aligned and its affiliates Inertech and Aligned
7 Energy). In 2011, eBay retained MTech to evaluate Switch's Las Vegas "NAP" facility, causing Switch
8 to give Mr. Fairfax (as MTech's President) a tour of Switch's facility and access to Switch's designs.
9 (*See* Fairfax Declaration, Dkt. #68-1 at ¶14.) Defendants also analyzed Aligned's data center located
10 in Plano, Texas. (*See* Fairfax Declaration, Dkt. #68-1 at ¶11). Aligned later opened its data center
11 located in Phoenix, Arizona. Mr. Fairfax (on behalf of MTech) toured Aligned's Phoenix facility. (*See*
12 Fairfax Declaration, Dkt. #68-1 at ¶12.) During that tour, he noted significant design change from
13 Aligned's Plano facility that would have material effects on the reliability of the data center. (*See id.*)
14 JLL published an advertisement attributing a quote to Defendant Fairfax describing Aligned's
15 Phoenix, Arizona data center as having "One of the most reliable cooling & power generation
16 platforms ever studied." (*See* Fairfax Declaration, Dkt. #68-1 at ¶9.)¹.

17 Likewise, JLL has promoted Defendant as an industry expert with unique knowledge. (*See*
18 Fairfax Declaration, Dkt. #68-1 at ¶9.). Working for Uber, eBay and Paypal, both Defendants and
19 JLL have evaluated Switch and its data center designs and shared their consulting advice with
20 prospective customers Uber, eBay and Paypal. Switch has a more than reasonable belief that Switch's
21 trade secret and patent pending designs, inspected by Defendants, were discussed with JLL. Switch
22 also believes these details were discussed in violation of the breach of its agreements with Defendants,
23
24
25

26 ¹ Switch notes that Mr. Fairfax's declaration (e.g. Par. 24) discusses settlement conversations between the parties, which
27 are incorrectly characterized and regardless of substance, prohibited from use as evidence. As such, Switch asks the Court
28 to disregard this evidence and if necessary, reserves the right to file a separate motion to strike Mr. Fairfax's declaration.
Switch also notes that Mr. Fairfax's declaration claims he's never designed a data center, when the Complaint in this matter
contains video evidence of him giving a testimonial that he designed the Aligned Data Center and had a "seat at the table"
at the "blank page stage." *See* Complaint, Dkt. #1-1, pg. 5, lines 2-13.

1 to secure strategic advantage in luring Uber, eBay, and Paypal away from Switch and to competitive
2 providers in other parts of the United States.

3 The factual nexus is clear and justifies discovery. JLL and Defendants have had regular
4 interactions which created relevant discoverable data that undergirds the heart of the breach of
5 contract, and trade secret claims in this case. Defendant worked for Aligned, eBay, Paypal and Uber.
6 JLL worked for Aligned, eBay, Paypal, and Uber. Switch's subpoena is reasonably proportionate
7 given the millions of dollars at stake in this case given that nexus. Defendants rush to aid JLL to
8 prevent *any* discovery regarding this nexus, supports this theory. Therefore, discovery is reasonably
9 calculated to lead to the discovery of admissible evidence, and the Motion to Compel should be
10 granted.

11 **C. Although not required, Switch did Seek the Same (and much more)**
12 **Information from Plaintiff.**

13 JLL devotes an entire quarter of its defense to the fact that it should not be required to
14 produce the documents sought because Plaintiff has yet to seek the information from Defendants.
15 First, this is patently false. Switch has issued three hundred sixteen (316) discovery requests via twenty
16 five (25) interrogatories, one hundred ninety-seven (197) requests for admission, and ninety four (94)
17 requests for production to both Defendants, Stephen Fairfax and MTechnologies. (The various
18 requests are attached hereto as **Exhibit 2.**) Although Switch has produced thousands of pages of
19 documents in this action, including hundreds of pages of its most sensitive and confidential highly
20 technical designs to document the trade secrets misappropriated by Defendants, Defendants have
21 only produced 40 documents comprising 173 pages (MTECH000001-MTECH000173), largely
22 reproducing the very documents Plaintiffs produced in their initial disclosures.

23 In addition the standard asserted by JLL is mischaracterized. While it is true that the case
24 cited disapproves of "duplicate requests for production of documents to which the opposing party
25 has already objected, thereby forcing the party to once again object" in a manner that extends
26 discovery (*see McCall v. State Farm Mut. Auto. Ins. Co.*, No. 2:16-cv-01058-JAD-GWF, 2017 WL
27 3174914, at *6) (D. Nev. July 26, 2017) this has to do with skirting a party's objections through
28 additional discovery propounded on *that* party to avoid those objections. It does not prohibit seeking

1 discovery from a third party during normal discovery, noting that “[a]lthough a court may restrict
2 discovery from non-parties on this basis, *it is not required to do so.*” *McCall v. State Farm Mut. Auto. Ins.*
3 *Co.*, Case No.: 2:16-cv-01058-JAD-GWF, 9 (D. Nev. Jul. 26, 2017) (citing *Compass North Industries*
4 *LLC v. Taylor*, 2014 WL 2779175, at *2 (D.Ariz. June 19, 2014)). In other words, the analysis in this
5 case is irrelevant to the facts at play as suggested by JLL.

6 Here, the requests are not designed to circumvent Defendant’s objections because the parties
7 are working through their respective discovery objections and both sides are supplementing their
8 respective productions. Moreover, Switch’s requests simply seek information from JLL not to
9 circumvent any unnamed objections but to cross reference the production by Defendants to facilitate
10 discovery before depositions as discovery is ongoing in this case. Therefore, *McCall* should not be
11 applied in this case.

12 Finally, Defendants’ failure to produce any documents does not release JLL from the
13 obligation to respond to the subpoena. Rather, the concerted effort to avoid *any* production in this
14 matter seems to underscore the reason for discovery – as it appears quite clear that both Defendants
15 and JLL are acting in concert to prevent exposure of their collaborative efforts to misappropriate
16 Switch’s trade secrets. And, even if JLL and Defendants produce same communications regarding
17 Switch, it is highly unlikely that JLL’s records would be identical given the ability for parties to
18 forward emails, add internal commentary, or waive privilege when sharing or discussing discoverable
19 data matters with others.

20 Likewise, Communications can be lost or deleted by one individual or entity and saved by
21 another. *See Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 697 (D. Nev. 1994) (“documents
22 actually maintained in the files of each entity may not be identical”). While JLL valiantly attempts to
23 distinguish *Diamond State*, their attempts are not persuasive. The fact that *Diamond State* deals with an
24 insurance carrier and its broker does not change the policy or the issues underlying the ruling. At no
25 point does the *Diamond State* court limit its ruling to insurance carriers and its brokers. Switch should
26 be permitted to retrieve communications from both Defendants and JLL to compare the results and
27 ensure their completeness and accuracy. JLL should not be permitted to use Defendants’ failure to
28 produce documents as a smokescreen to entirely avoid any discovery.

1 **D. JLL has not Demonstrated any Confidentiality or Trade Secret Information.**

2 “To protect a person subject to or affected by a subpoena, the court for the district where
3 compliance is required may, on motion, quash or modify the subpoena if it requires: (i) disclosing a
4 trade secret or other confidential research, development, or commercial information.” Fed. R. Civ.
5 P. 45(d)(3)(B). “A person withholding subpoenaed information under a claim that it is privileged or
6 subject to protection as trial-preparation material must...**describe the nature of the withheld**
7 **documents, communications, or tangible things in a manner that, without revealing**
8 **information itself privileged or protected, will enable the parties to assess the claim.**” Fed. R.
9 Civ. P. 45(e)(2). (Emphasis added)

10 Under this rule, the party seeking to avoid disclosure must first establish that the information
11 is a trade secret and then demonstrate that the disclosure might be harmful. Other than a blanket
12 claim, JLL has done nothing to demonstrate the existence of trade secret information.

13 To the extent that there are trade secret documents to be disclosed, there is a strong protective
14 order in place this matter. Protective orders are sufficient safeguards to allow the disclosure of trade
15 secret information (shielded by attorneys’ eyes-only protections to avoid abuse or misappropriation)
16 and JLL does not attempt to argue otherwise. In fact, to the extent these communications between
17 JLL and these parties contain trade secret information that also references Switch, such material
18 would be relevant to this action, and merit the very discovery sought.

19 While JLL unjustifiably attempts to taint Mr. Castor by stating that he is a party to the
20 protective order, Mr. Castor is an attorney in good standing in the state of Nevada and has done
21 nothing to lead JLL to suppose that he would ever disclose trade secret information. Mr. Castor is a
22 member of Switch Legal and the head of the litigation division. Such *ad hominem* attacks are
23 unbecoming of legal professionals. As such this Court should disregard any claim related to Mr.
24 Castor or the accusations that he will somehow violate the protective order, his Rule 11 professional
25 obligations or do some inappropriate act with the discoverable information sought. Plaintiff has
26 repeatedly offered to add JLL to the protective order and JLL should be compelled to produce the
27 documents sought in the subpoena duces tecum.

28 ///

Perhaps most compelling is that JLL not only is stonewalling Switch's requests, but engaged in the same stonewalling with the Court. Despite several meet and confer discussions, extensive efforts by Switch to preserve judicial economy, offers to add JLL to the protective Order, Switch's offer to consider search terms even more narrow than the already narrowly tailored request, and an impressive **153 page** Opposition to the Motion to Compel (including exhibits), JLL does not even do this Court the courtesy of describing the documents it seeks to withhold. JLL's absolute avoidance tactic should be viewed for what it is, a desire to avoid producing evidence that will inculcate its partner, Stephen Fairfax, and perhaps itself. Therefore, in the interest of enabling accurate factual discovery, JLL should be compelled to produce the documents sought in the subpoena duces tecum.

E. Nevada was Properly Designated as the Location for Compliance with the Subpoena.

Lastly, JLL attempts to avoid any production by decrying the jurisdictional reach of this Court by pointing to California law. Namely, JLL asserts that "[t]he territorial scope of the court's subpoena power is only limited by Rule 45(c), which governs the place of compliance. Rule 45(c) limits where a subpoena may order compliance to protect a subpoenaed person by reducing the burden of complying with the subpoena." *NML Capital Ltd. v. Republic of Argentina*, No. 2:14-cv-492-RFB-VCF, 2014 WL 3898021, at *10 (D. Nev. Aug. 11, 2014) (citing *Regents of Univ. of Cal. v. Kohne*, 166 F.R.D. 463, 464 (S.D. Cal. 1996) (citing Fed. R. Civ. P. 45 advisory committee's note—1991 amendment)). Accordingly, although a subpoena may be served anywhere in the world on a "national or resident of the United States," it may only compel compliance within the state or within 100 miles of where "the person resides, is employed, or regularly transacts business in person." *NML Capital*, 2014 WL 3898021, at *10 (citing Fed. R. Civ. P. 45(c)(1)).

Here, Nevada is the properly designated location for compliance with the subpoena because Switch subpoena is to JLL as an individual and, Vegas is clearly within 100 miles of where "the person resides, is employed, or regularly transacts business in person." JLL has an entire website page dedicated to its Las Vegas office, showcasing at least 7 employees, and regularly transacted business

1 dealings and sales in Las Vegas². Likewise, a quick Google search shows JLL has at least three
 2 corporate offices in Las Vegas per Google Maps.³ While it is true that some of the individuals that
 3 may have information responsive to the subpoena may not be resident in Nevada, they certainly do
 4 “regular business” in Nevada, or else why would they discuss Switch in the emails, and why would
 5 JLL go to such lengths to avoid *any* response to a subpoena?

6 Lastly, this objection to the subpoena was not raised by JLL until this instant motion, several
 7 months after the subpoena was propounded, and after Switch and JLL had already exchanged
 8 extensive emails on October 30, 2019, and November 4, 2019, and had several meet and confer
 9 discussions on the matter including on October 25, 2019. *See* Declaration of Sam Castor attached
 10 herewith as **Exhibit 5**, ¶3. At no time during the extensive discussions was the jurisdictional concern
 11 raised by JLL. *See id.* Rather, it was not until after JLL saw the instant motion, that they raised the
 12 objection via correspondence. *See id.*, at ¶4.

14 As such, any value in the objection has been clearly waived during the months of meet and
 15 confer (and months of delay tactics and smokescreen discussion implemented by JLL). Thus, this last
 16 argument is a last-minute procedural ploy contrived to avoid *any* production in this matter and
 17 obfuscate facts that will undoubtedly enlighten the trier of fact and support Switch’s claims. *See*
 18 Declaration of Sam Castor attached herewith as **Exhibit 5**, ¶5. Therefore, this last minute, clearly
 19 waived, objection should be deemed waived, and irrelevant to the analysis at issue in this case.

20 **III. CONCLUSION**

21 An order to compel third-party Jones Lang LaSalle to provide requested documents is
 22 warranted based on the clear factual nexus between JLL and Defendants and Switch. Switch’s request
 23 is reasonably tailored, designed to secure discoverable and relevant information, and is proportionate
 24 to the material nature of this case. Likewise, JLL has failed to meet its burden to avoid discovery in

27 ² *See* <https://www.us.jll.com/en/locations/west/las-vegas> (a copy of which is attached herewith as **Exhibit 3**).

28 ³ *Id.* *See* **Exhibit 4** which is a Google search for JLL locations in Las Vegas and shows at least 3 locations.

1 this matter, and given the factual nexus between the Defendants, and JLL, including similar clients at
2 issue in this matter, the subpoena is clearly justified. In light of the foregoing, Plaintiff respectfully
3 requests that this Court enter an order compelling Jones Lang LaSalle to provide requested
4 documents in response to Switch's subpoena duces tecum. Likewise, Switch is willing to waive a
5 motion for costs and fees should JLL provide the documents on or before May 15, 2020; else Switch
6 reserves its right to seek the same

7 DATED this 24th day of April, 2020.

8 **SWITCH, LTD.**

9
10 /s/: Samuel Castor

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27 *Attorneys for Plaintiff*
28

CERTIFICATE OF SERVICE

Pursuant to F.R.C.P. 5(b), I hereby certify that on this 24th day of April, 2020, I served a true and correct copy of the above document, entitled **REPLY IN SUPPORT OF SWITCH, LTD.'S MOTION TO COMPEL THIRD-PARTY JONES LANG LASALLE TO PROVIDE REQUESTED DOCUMENTS IN RESPONSE TO OPPOSITION FILED BY THIRD-PARTY JONES LANG LASALLE**, via the Court's electronic filing/service system (CM/ECF) to all parties on the current service list.

/s/ Tanya Paonessa
An agent of SWITCH, LTD.